



Data collection	

The Services do not include the provision of legal advice, and PwC makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state, or any other type of law or regulation. Changes in the law and/or its interpretation may take place before PwC's advice is acted upon or may be retrospective in effect; PwC accepts no responsibility for changes in the law or its interpretation that may occur after the provision of the Services.

Contractor shall provide experienced resources, including a dedicated engagement partner, engagement directors and additional experienced resources. A resource plan is attached (**Attachment 1-A**) and incorporated in this Scope of Work. In the event that scope materially changes, Contractor and PG&E agree to work in good faith to agree on and execute a change order prior to additional fees being incurred.

Contractor's work will be performed at the direction and under the supervision of PG&E's internal Legal Department.

2. Deliverables

Contractor expects to provide PG&E with certain non-Contractor branded summaries, schedules and analyses under this CWA ("Deliverables"). All Deliverables shall be prepared in conjunction with PG&E and will be intended to be treated solely as PG&E's own property as set forth in the MSA. PG&E will review such Deliverables, revise them as deemed appropriate, and approve them prior to PG&E's use.

3. Anticipated Timeframe

The period of performance for this work is December 1, 2018 through March 31, 2019.

Actual weekly Contractor resources may change in response to PG&E requests. Contractor will notify PG&E in advance if staffing under this CWA will exceed budgeted resource levels, which will require execution of a change order to this CWA.

4. Work Location(s)

This project will be conducted primarily out of PG&E's Corporate Headquarters in San Francisco, CA.

5. Key Assumptions

- To be successful, this project must be conducted with PG&E's active participation. Contractor understands that PG&E will be responsible for providing:
 - An Executive Sponsor
 - Dedicated PG&E internal (or contracted) resources to coordinate and lead the specific response activities required from each PG&E response team (e.g., Electric Operations, Law, and Finance); Contractor's work is dependent on these PG&E resources to provide information, status updates, and other support needed as part of the response activities.
 - Internal resources to work with Contractor's Team to gain knowledge necessary for this project
 - Timely access to PG&E subject matter experts and other personnel as needed.
- Operations workstream:



- PG&E will be responsible for records collection, including providing data in a format that can be digitized for analysis.
- Program Support workstream:
 - PG&E will be responsible for managing and executing individual response workstreams not included in this Scope of Work (e.g. Data Response Unit, Finance, Customer Care, Regulatory, and Communications).
- Contractor shall provide an estimated 19.25 experienced full-time equivalent ("FTE") resources, consisting of a mix of full-time and part-time resources, supported by subject matter specialists as needed, to support this scope of work.
- Contractor will continue to submit invoices directly to the Law Department for processing, instead of through a third-party vendor.

6. Other Terms

- PG&E shall indemnify and hold Contractor harmless from and against any and all third party claims, losses, liability and damages arising from or relating to the Service or Deliverables under this CWA, except to the extent finally determined to have resulted from Contractor's gross negligence or intentional misconduct relating to such Services and/or Deliverables.
- Contractor understands that PG&E seeks to have the attorney work product doctrine, attorney-client, or other privilege apply to some or all of the Services and Deliverables. PG&E and its Law Department are solely responsible for determining whether or not the attorney work product, attorney-client, or other privilege may apply and also solely responsible for managing the establishment and maintenance of any such privilege or protection. Contractor makes no representation as to whether the attorney work product or doctrine or attorney-client privilege will apply, as the applicability of the doctrine and privilege are legal questions. However, Contractor agreed to assist PG&E and its Law Department in preserving the confidentiality of the information received or provided in connection with the Services contemplated herein in a manner consistent with preserving an attorney-client privilege.
- PG&E will be solely responsible for any and all communications required with PG&E's federal and state regulators and/or independent monitor(s) relating to these Services and Deliverables. Contractor is not being engaged to interact or meet with third parties, including but not limited to PG&E's regulators and/or independent monitor(s).
- If Contractor is requested or authorized by PG&E or required by government regulation, regulatory agency, subpoena, or other legal process to produce Contractor's Deliverables, working papers or personnel for testimony or interview with respect to Services Contractor performed for PG&E, PG&E will reimburse Contractor for Contractor's and its counsels' expenses and professional time incurred in responding to such a request.



Attachment 1-A Resource Sheet

Name	Workstream	Requester (for new FTE)	Role	12-03	12-10	12-17	12-24	12-31	01-07	01-14	01-21	01-28	02-04	02-11	02-18	02-25	03-04	03-11	03-18	03-25
Todd Jirovec	Cross Functional Strategy	--	Engagement Lead																	
Paul Conboy	Cross Functional Strategy	--	Strategic Response																	
Ilyssa Zibelli	Cross Functional Strategy	--	Strategic Response																	
Juliana Renne	Cross Functional Strategy	--	Strategic Response																	
Shauna Theel	Cross Functional Strategy	--	Strategic Response																	
Hugh Le	Resiliency	--	Operations																	
Shan Haque	Resiliency	--	Operations																	
Aakash Gawande	Resiliency	--	Operations																	
Thomas Beauchemin	Resiliency	--	Operations																	
Dhiru Shah	Resiliency	Sumet Singh	Operations																	
Gowtham Talluri	Resiliency	Sumet Singh	Operations																	
TBD Resource #1	Resiliency	Jamie Martin	Operations																	
Billy Raley	Event Analysis	--	Operations SME																	
Kristin Chook	Event Analysis / Large Plaintiff Request	--	Operations / RFP																	
Dhwanil Thapar	Event Analysis	--	Operations																	
Chiara Nasse	Event Analysis	Michael Puckett	Operations																	
Kennedy Kenney	Event Analysis	(Replacement)	Operations																	
Emma You	Event Analysis / Large Plaintiff Request	--	Operations / RFP																	
Anne Patel	Event Analysis / Large Plaintiff Request	--	Operations / RFP																	
Amol Deshpande	Legal	--	Law PMO lead																	
Rachel Ehsan	Legal / Large Plaintiff Request	--	Law PMO support / RFP																	
Yurika Yoneda	Legal	--	Law PMO support																	
Ryan McLean	Legal	--	Law PMO support																	
Jessica Burton	Legal	Lesley Fields	Law PMO support																	
Michelle Davis	Legal	Lesley Fields	Law PMO support																	
TBD #2	Legal	Elizabeth Collier	Law PMO support																	
Joseph Michalek	Legal	Elizabeth Collier	Law PMO support																	
Ashley Wilson	Large Plaintiff Request	--	RFP																	
Radosl Ivanova	Large Plaintiff Request	--	RFP																	
Ali Suliman	Large Plaintiff Request	--	RFP																	

Contractor resources will consist of a mix of full-time and part-time resources, supported by subject matter specialists as needed, to perform the activities described in this CWA.

PG&E BILLING REQUIREMENTS AND PROCEDURES

Billing Requirements:

1. We agree to reimburse you for your out-of-pocket expenses at your actual net cost. All disbursements (including lodging, travel, out-of-pocket copying service, transcripts, and the like) must be included with your statements with supporting documentation for all lodging and travel expenses (other than nominal amounts) and for each individual item the cost of which is \$75.00 or greater.
2. All expenses shall be reasonable, ordinary, actual net cost incurred and paid by you. All expenses shall be billed at cost. Please note that air travel must be at coach rates and all rental car costs must be at subcompact rates unless otherwise expressly authorized in writing. We agree that expenses for lodging, meals, and transportation shall be at reasonable rates and that you will exercise prudence in incurring such expenses. Mileage will be paid at the Internal Revenue Service's current year approved standard rate.
3. Normal overheads shall be considered a bundled component of your hourly fees and not charged or invoiced to PG&E. If any such charge appears, we will automatically deduct it from your invoice. Normal overheads for purposes of this Contract are secretarial services, administrative, library services, clerical support, office supplies, postage, routine office copying, telecopying or "fax," local telephone, filing, file indexing, bill preparation, staff overtime, word processing, and meals or snacks (unless while travelling or otherwise approved in advance).
4. When photocopying jobs, other than routine office copying, are required, you must use the least expensive service available. In any event, we will pay no more than \$0.10 per page other than for unusually sized documents or color photocopying. Any job, whether by you, a vendor, or a service, exceeding \$1,000 requires advance approval confirmed in writing.
5. Travel time shall not be considered as actual time worked unless approved, in advance, by the principal PG&E attorney assigned to the matter. In the event you or your employee works during travel time, such efforts shall not be considered travel time for the purpose of this Contract. Air travel time shall be billed at one-half the hourly rate of straight time rates unless you work during air travel.

Billing Procedures:

In order to process your statements, PG&E must have the following information with *every* monthly statement:

1. A cover summary sheet on your letterhead that includes:
 - Your remittance address if different than your letterhead address;
 - Your taxpayer ID number;

- The case or matter name;
 - The calendar period covered by the statement; and,
 - A summary statement of the professional fees and disbursements together with the invoice total.
2. A separate statement of supporting detail on your letterhead with:
- The case or matter name;
 - Name and job title (e.g., paralegal) of each worker on each date work is done;
 - Time worked on each date work is done, separated by function;
 - Description of work done on each date;
 - Hourly rates for each worker;
 - Disbursements;
 - Total amount billed; and,
 - Display your approved annual budget and how much you have spent to date for the current calendar year, and how much you have spent on a cumulative basis since work began.
3. Additional materials to include with your statement:
- You should include as disbursements your actual out-of-pocket payments made to outside entities. ***Please remember*** that you must obtain authorization in advance of hiring experts/consultants.
 - You should attach receipts or other documentation for individual items costing \$75 or greater, including photocopying and lodging.

SAMPLE BILLING STATEMENT

Sample Cover Sheet

Your Firm Name

411 Main Avenue
City, CA 91234-5678

[Remittance address, if different than above.]

Taxpayer ID: 94-0987654

September 1, 2016
Pacific Gas & Electric Company
P.O. Box 7133
San Francisco, CA 94120

Re: ABC v. PG&E

For professional services rendered during the period from August 1, 2016, to
August 31, 2016.

Professional Fees	\$187.50
Expenses	50.00
Total	\$237.50

Sample Detailed Statement

Your Firm Name

411 Main Avenue
City, CA 91234-5678

Taxpayer ID: 94-0987654

STATEMENT

TO: Pacific Gas and Electric Company

RE: ABC v. PG&E

<u>Date</u>	<u>Employee</u>	<u>Title</u>	<u>Services Rendered</u>	<u>Hour</u>	<u>Rate</u>	<u>Amount</u>
8/5/16	Jane Doe	Partner	Prepare for hearing	1.5	\$125	<u>\$187.50</u>
Subtotal.....						\$187.50

Disbursements:

C&D Blueprint Service—depo transcript exhibits for 7/15/16 depo	<u>\$50.00</u>
Subtotal.....	\$50.00
TOTAL	\$237.50
.....	

2016 Budget	\$2,500.00
2016 Amount billed to date	<u>237.50</u>
Total amount billed to date	\$3,237.60

DUE AND PAYABLE UPON RECEIPT